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UNITED STATES DISTRICT COURT P.M. \_\_\_\_\_  
EASTERN DISTRICT OF NEW YORK A.M. \_\_\_\_\_-----X  
THEODORE KING and GARY LA BARBERA,  
Et al.,

Index No. CV-05-1657(ARR)(SMG)

Plaintiffs,

STIPULATION OF  
SETTLEMENT

-against-

PENAVA SUPPLY CO., INC.,

~~COURTESY COPY~~Defendant.  
-----X

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, attorneys of record for the Plaintiffs and the Defendant, that the above captioned action is settled as follows:

1. The Defendant acknowledges that for the periods of October 2004 through January 2005 there remains due and owing to the Plaintiffs the sum of \$3,381.77, inclusive of attorneys fees through and including June 28, 2005. The Defendant acknowledges that the time periods of October 2004 through January 2005, inter alia, are subject to audit, and or other means of verification, and may result in additional principal and late charges being due and owing. Defendant acknowledges and represents that the above amounts are based upon the reports prepared and submitted by the Defendant, and that the reports and amounts are accurate. Defendant acknowledges that this is a material representation and that Plaintiffs are relying upon such representations.
2. In payment of the amounts set forth in paragraph "1" above, and in no way affecting or reducing Defendant's obligation to pay current contributions, Defendant agrees that it will pay the sum of \$3,000.00. This amount will be paid in two (2) monthly payments. The first payment, in the sum of \$1,500.00 is due and payable on July 15, 2005. The balance of \$1,500.00

shall be payable in one (1) remaining monthly payment. The remaining payment of \$1,500.00 is due and payable on the August 15, 2005.

3. The Defendant agrees that it will keep current in reporting and paying all contributions to the Building Fund and Dues Check Off.

4. Defendant agrees that it will keep current in submitting it's reports and payments to the Plaintiff Funds, which may become due and owing.

5. In the event Defendant fails to make a payment required under paragraph 2 of the Stipulation, or if any check presented in payment of an amount set forth in paragraph 2 of this Stipulation is returned unpaid, then Defendant shall be entitled to five (5) days notice, sent to Defendant's counsel, Constantine T. Tzifas, Esq. via facsimile at 212-557-5051, within which to cure the default. This notice provision and cure period shall only apply to the payments required under paragraph 2 of this agreement. In the event that Defendant fails to cure any default as related to paragraph 2, then Plaintiffs may enter Judgment containing a Permanent Injunction as for the full amount set forth in paragraph 1 of this Stipulation, together with interest and additional attorneys fees incurred from June 29, 2005 and forward. Defendant shall be entitled to credit for any payments actually received pursuant to the payment schedule set forth in paragraph 2 above.

6. Defendant shall have the right to prepay the amounts set forth in paragraph 2.

7. All payments pursuant to paragraph 2 shall be made payable to "Local 282 Fringe Benefit Funds" and shall be delivered to Avram H. Schreiber, Esq. attorney for Plaintiffs, 40 Exchange Place, Suite 1300, New York, New York 10005. **It is the responsibility of the Defendant to assure that all payments will be received on or before the due date.**

8. Upon the timely payment of the amount set forth in paragraph 2 above, and all other charges set forth in paragraph 3 and 4 above, a Stipulation of Discontinuance without prejudice shall be filed with the court.

9. Defendant hereby consents to the jurisdiction of the court.
10. This Stipulation is subject to the approval of the Plaintiffs.
11. This Court shall retain jurisdiction for the purpose of enforcement of the terms of the Stipulation.

Dated: New York, New York  
July 17, 2005

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(CTT-9348)  
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AVRAM H. SCHRIEBER, ESQ.  
(AS-2860)  
Attorney for Plaintiffs  
40 Exchange Place, Suite 1300  
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SQ ORDERED:

ALLYNE R. ROSS, U.S.D.J.

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AVRAM H. SCHREIBER  
CRISTINA CRUZ  
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EVAN SARZIN\*\*  
\*\*MEMBER OF N.Y. & FLA. BAR

July 27, 2005

Honorable Allyne R. Ross  
United States District Court  
Eastern District of New York  
225 Cadman Plaza East  
Brooklyn, NY 11201

**Re: Theodore King and Gary La Barbera, et. al. vs.  
Penava Supply Co., Inc.  
Index # CV-05-1657 (ARR)**


Dear Honorable Madam:

This office represents the Plaintiffs in the above action.

I am pleased to advise the Court that a settlement has been agreed to between the parties. Transmitted herewith is a courtesy copy of the stipulation of settlement. This office respectfully requests that the stipulation be "So Ordered" by the Court.

Thank you for your courtesy and assistance in this matter.

Respectfully submitted,



AVRAM H. SCHREIBER

AHS:gaaee  
Encl.